1087. In this last case an injunction was denied to prevent the police from interfering with public billiard rooms kept open on Sunday notwithstanding that plaintiff had twice been arrested for the same offence and discharged on habeas corpus. It would seem that, if the validity of the act under which the officers were proceeding had not been determined, a court of equity could always look into the merits of the case, and at least grant a temporary injunction until the validity of the act had been determined. The court refused to consider the merits of the case in *Delaney* v. *Flood,* 183 N. Y. 323, 111 Am. St. Rep. 759, and in *Olympic Athletic Club* v. *Speer,* 29 Colo. 158, 67 Pac. 161; but where the interfering acts of the officers have been declared illegal, as in the principal case, apparently a court may properly interfere.

INSURANCE—"ACTUAL CASH VALUE AT THE TIME LOSS OCCURS."—Plaintiff's cotton stored in Brooklyn, N. Y., was burned in the fire of June 8, 1905, during which fire about one-third of the cotton in the port of New York was destroyed, but that of the plaintiff was not burned until some time after the fire started (the exact moment is not ascertained). During the progress of the fire the actual and threatened loss caused a rise in the price of the commodity. In an action on a fire insurance policy limiting the liability of the insurer to the "actual cash value of the property at the time the loss or damage occurs," the defendant contending that the price of the cotton at the time the fire started should be the measure of damages, *Held,* that the recovery should be at the enhanced value. *Liverpool, London, & Globe Ins. Co.* v. *McFadden,* (1909), — C. C. A., 3rd Cir. —, 170 Fed. 179.

The writer has been able to find no other statement of the law on the precise question as to what time is meant by the phrase, "the time the loss or damage occurs." This is probably because facts similar to those of this case are of rare occurrence. Although the insurer claimed that the peculiar facts made a decision for the insured unjust, it is believed that it may be justified on the well established theories that the fire insurance contract is one of indemnity, VANCE, LAW of INSURANCE, p. 52; *Imperial Fire Ins. Co.* v. *Coos Co.,* 151 U. S. 452; *Cross* v. *National Fire Ins. Co.,* 132 N. Y. 133; and that contracts of insurance shall be liberally construed in favor of the insured so as not to defeat his claim to *idemnity.* I COOLEY'S BRIEFS on the LAW OF INSURANCE, 636; *McMaster* v. *N. Y. Life Ins. Co.,* 183 U. S. 25. The insured merely obtained indemnity, for he would be forced to pay the increased price for cotton to replace that burned.

INSURANCE—EFFECT OF CONDITION AGAINST CHATTEL MORTGAGES—MORTGAGE ON PART OF GOODS ONLY.—A fire insurance policy on certain household goods provided that the policy should be entirely void if the subject of the insurance should become incumbered by a chattel mortgage. In an action on the policy, *held* that a chattel mortgage on part of the goods did not vitiate the policy. *Mecca Fire Insurance Co. of Waco* v. *Wilderspin,* (1909), — Tex. Civ. App. —, 118 S. W. 1131.

There is a conflict on the question as to whether a breach of condition as to part of the subject matter of the insurance contract will avoid the